

Seller: Peck
APN: 098-160-28
Project#: 73358
Escrow#: 205-12840

EASEMENT ACQUISITION AGREEMENT FOR PUBLIC PURPOSES

This Agreement (“Agreement”) is made by and between the **COUNTY OF EL DORADO**, a political subdivision of the State of California (“County”), and **ROBIN LEA PECK, A MARRIED MAN AND KATHLEEN MARIE PECK, HIS SPOUSE**, referred to herein as (“Sellers”), with reference to the following facts:

RECITALS

- A. Sellers own that certain real property located in El Dorado County, California, a legal description of which is attached hereto as Exhibit A (the “Property”).
- B. County desires to purchase an interest in the Property as a Public Utilities Easement described and depicted in Exhibit B and the exhibits thereto, which is attached hereto and referred to hereinafter as “the Easement”, on the terms and conditions herein set forth.

NOW, THEREFORE, in consideration of the mutual covenants and conditions herein contained, the parties hereto agree as follows:

AGREEMENT

1. ACQUISITION

Sellers hereby agree to sell to County and County, upon approval by Board of Supervisors, hereby agrees to acquire from Sellers, the Easement, as described and depicted in the attached Exhibits B and the exhibits thereto, which are attached hereto and hereby incorporated by reference and made a part hereof.

Seller’s Initials RP KP

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2. JUST COMPENSATION

The just compensation for the Easement in the amount of \$183.00 for a Public Utilities Easement and \$2,500.00 for the loss of a large pine tree and native shrubbery outside of the current right of way, increased to a total not-to-exceed amount of \$3,000.00 (Three-Thousand Dollars, exactly) which represents the total amount of compensation to Sellers.

3. ESCROW

The acquisition of the Easement shall be consummated by means of Escrow No. 205-12840 for APN 098-160-28 which has been opened at Placer Title Company ("Escrow Holder"). This Agreement shall to the extent possible, act as escrow instructions. The parties shall execute all further escrow instructions required by Escrow Holder. All such further escrow instructions, however, shall be consistent with this Agreement, which shall control. The "Close of Escrow" is defined to be the recordation of the Easement. Sellers and County agree to deposit in escrow all instruments, documents, and writings identified or reasonably required to close escrow. The escrow must be closed no later than June 30, 2012, unless the closing date is extended by mutual agreement of the parties pursuant to the terms of this Agreement.

4. ESCROW AND OTHER FEES

County shall pay:

- A. The Escrow Holder's fees; and
- B. Recording fees, if applicable; and
- C. The premium for the policy of title insurance, if applicable; and
- D. Documentary transfer tax, if any; and

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- E. All costs of executing and delivering the Easement; and
- F. All costs of any partial reconveyances of deeds of trust, if any.

5. TITLE

Sellers shall grant to County the Easement, free and clear of title defects, liens, and encumbrances that would render the Easement unsuitable for their intended purpose, as outlined herein.

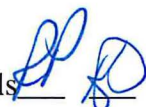
6. AGREEMENT DECLARING RESTRICTIVE COVENANTS (ADRC)

Sellers acknowledge that County will use federal funds for the acquisition of the land rights for this Project. County has entered into a Master Agreement, Administering Agency – State Agreement for Federal Aid Projects, Agreement No. 03-5925R, effective February 14, 2007. County has agreed to comply with the terms and conditions of that Agreement, which include compliance with all Fair Employment Practices and with all Nondiscrimination Assurances as are contained in said Master Agreement, including the addition of certain covenants as contained in the Easement Deed being conveyed by Sellers, and as shown in Exhibit B and the exhibits thereto, attached hereto and incorporated by reference herein.

7. WARRANTIES

Sellers warrant that:

- A. Sellers own the Property free and clear of all liens, licenses, claims, encumbrances, easements, and encroachments on the Property from adjacent property, encroachments by improvements on the Property onto adjacent properties, and rights of way of any nature, not disclosed by the public record.
- B. Sellers have no knowledge of any pending litigation involving the Property.



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C. Sellers have no knowledge of any violations of, or notices concerning defects or noncompliance with, any applicable code statute, regulation, or judicial order pertaining to the Property.

D. All warranties, covenants, and other obligations described in this Agreement section and elsewhere in this Agreement shall survive delivery of the Easements.

8. POSSESSION

It is agreed and confirmed by the parties hereto that notwithstanding other provisions in this Agreement, the right to possession and use of the Easement by the County or County's contractors or authorized agents, for the purpose of performing activities related to and incidental to the construction of improvements adjacent to Pleasant Valley Road, inclusive of the right to remove and dispose of any existing improvements, shall commence upon the date of execution of this Agreement by Sellers. The amount of the just compensation shown in Section 2 herein includes, but is not limited to, full payment for such possession and use, including damages, if any, from said date.

9. WAIVER OF AND RELEASE OF CLAIMS

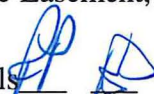
This Agreement is full consideration for all claims and damage that Sellers may have relating to the public project for which the Easements are conveyed and purchased, and Sellers hereby waive any and all claims of Sellers relating to said project that may exist on the date of this Agreement.

10. COUNTERPARTS

This Agreement may be executed in one or more counterparts, each of which shall be an original and all of which together shall constitute one and the same instrument.

11. REAL ESTATE BROKER

Sellers have not employed a broker or sales agent in connection with the sale of the Easement, and



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Sellers shall indemnify, defend and hold the County free and harmless from any action or claim arising out of a claimed agreement by Sellers to pay any commission or other compensation to any broker or sales agent in connection with this transaction.

12. ITEMS TO BE DELIVERED AT CLOSE OF ESCROW

- A. Sellers shall execute and deliver to Escrow Holder the Easement prior to the Close of Escrow, for delivery to the County at Close of Escrow.
- B. County shall deliver to Escrow Holder prior to the Close of Escrow, for delivery or disbursement at Close of Escrow, funds in an amount equal to those shown in Section 2, together with County's Certificate of Acceptance to be attached to and recorded with the Easement.
- C. Escrow Holder shall:
 - (i) Record the Easement described and depicted in Exhibits B and the exhibit thereto, together with County's Certificate of Acceptance.
 - (ii) Deliver the just compensation to Sellers.

13. TIME IS OF THE ESSENCE

Time is of the essence to this Agreement. This Agreement may not be extended, modified, altered, or changed except in writing signed by County and Sellers.

14. BEST EFFORTS

County and Sellers shall act in good faith and use their best efforts after the effective date hereof to ensure that their respective obligations hereunder are fully and punctually performed. County and Sellers shall perform any further acts and execute and deliver any other documents or instruments that

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may be reasonably necessary to carry out the provisions of this Agreement.

15. NOTICES

All communications and notices required or permitted by this Agreement shall be in writing and shall be deemed to have been given on the earlier of the date when actually delivered to Sellers or County by the other or three (3) days after being deposited in the United States mail, postage prepaid, and addressed as follows, unless and until either of such parties notifies the other in accordance with this paragraph of a change of address:

**SELLER: Robin Lea Peck and Kathleen Marie Peck
1784 Pleasant Valley Road
Placerville, CA 95667**

**COUNTY: County of El Dorado
Board of Supervisors
Attention: Clerk of the Board
330 Fair Lane
Placerville, CA 95667**


**COPY TO: County of El Dorado
Department of Transportation
Attn: R/W Unit
2850 Fairlane Court
Placerville, CA 95667**

16. BINDING EFFECT

This Agreement shall be binding on and inure to the benefit of the parties to this Agreement, their heirs, personal representatives, successors, and assigns except as otherwise provided in this Agreement.

17. GOVERNING LAW

This Agreement and the legal relations between the parties shall be governed by and construed in accordance with the laws of the State of California.

Seller's Initials 

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18. HEADINGS

The headings of the articles and sections of this Agreement are inserted for convenience only. They do not constitute part of this Agreement and shall not be used in its construction.

19. WAIVER

The waiver by any party to this Agreement of a breach of any provision of this Agreement shall not be deemed a continuing waiver or a waiver of any subsequent breach of that or any other provision of this Agreement.

20. ATTORNEY'S FEES

In any action or proceeding at law or in equity brought to enforce any provision of this Agreement, the prevailing party shall be entitled to all reasonable attorney's fees, costs, and expenses incurred in said action or proceeding.

21. LEASE WARRANTY PROVISION

Sellers warrant that there are no oral or written leases on all or any portion of the Properties exceeding a period of one month.

22. CONSTRUCTION CONTRACT WORK

County or County's contractors or authorized agents shall, at the time of construction, perform the following construction work on the Sellers's remaining property:

- A. County or County's contractor or authorized agent will remove any trees, shrubs or landscape improvements in conflict with the proposed road improvements to be constructed within the new right of way limits. Any trees that are 4 inches in diameter or greater will be cut, removed and placed within the new property line for Seller to use



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as firewood.

B. County will require County's construction contractor to place temporary fencing at the limits of the project work area lying adjacent to the Seller's northerly and easterly property lines along Pleasant Valley Road during project construction, and further County and County's construction contractor shall not cut or otherwise sever any foliage, limb or trunk of the redwood tree.

All work done under this Agreement shall conform to all applicable building, fire and sanitary laws, ordinances, and regulations relating to such work, and shall be done in a good and workmanlike manner.

23. PERMISSION TO ENTER FOR CONSTRUCTION PURPOSES

Permission is hereby granted to County, the County's contractor or its authorized agent to enter Sellers's Properties, (Assessor's Parcel Number 098-160-28) where necessary to perform the replacement and/or construction described in Section 22 of this Agreement. Sellers understand and agree that after completion of the work described in Section 22, the improvements will be considered Sellers's sole property and Sellers will be responsible for their maintenance and upkeep and repair.

24. EFFECTIVE DATE

This Agreement shall be subject to the approval of the County's Board of Supervisors after due notice and in accordance with the provisions of applicable law.

25. ENTIRE AGREEMENT

This Agreement constitutes the entire agreement between the parties pertaining to the subject matter hereof. No amendment, supplement, modification, waiver, or termination of this Agreement shall be binding unless executed in writing by the party to be bound thereby.

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**SELLER: ROBIN LEA PECK, A MARRIED MAN, AND KATHLEEN MARIE PECK,
HIS SPOUSE**

Date: 3/21/12

By: 
ROBIN LEA PECK

Date: 3/21/12

By: 
KATHLEEN MARIE PECK

COUNTY OF EL DORADO:

Date: 4-17-12

By: 
Ron Briggs, First Vice Chair
Board of Supervisors

ATTEST: Suzanne Allen de Sanchez
Clerk of the Board of Supervisors


By: 

EXHIBIT "A"
LEGAL DESCRIPTION

THE LAND DESCRIBED HEREIN IS SITUATED IN THE STATE OF CALIFORNIA, COUNTY OF EL DORADO, UNINCORPORATED AREA, AND IS DESCRIBED AS FOLLOWS:

A PORTION OF THE NORTHWEST QUARTER OF SECTION 33, TOWNSHIP 10 NORTH, RANGE 11 EAST, M.D.B.&M., DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEASTERLY CORNER OF THE REALTY HEREIN DESCRIBED, A POINT IN THE SOUTHERLY LINE OF THE DIAMOND SPRINGS-PLEASANT VALLEY ROAD, MARKED BY AN IRON PIPE, FROM WHICH THE NORTH QUARTER CORNER OF SAID SECTION 33 BEARS NORTH 06 DEG 05' 40" EAST 2071.9 FEET; THENCE FROM SAID POINT OF BEGINNING ALONG A FENCE LINE SOUTH 19 DEG 24' WEST 120.00 FEET TO THE SOUTHEASTERLY CORNER OF THE REALTY HEREIN DESCRIBED, A POINT WHICH ALSO MARKS THE NORTHEASTERLY CORNER OF THE PARCEL OF LAND CONVEYED BY ERNEST I. POSTEN AND PEGGY I. POSTEN, HUSBAND AND WIFE TO AVERY W. POSTEN AND ANNA MAY POSTEN, BY DEED RECORDED JUNE 4, 1958 IN BOOK 434 OF OFFICIAL RECORDS AT PAGE 111; THENCE LEAVING SAID LINE ALONG THE NORTHERLY LINE OF SAID PARCEL NORTH 70 DEG 21' 30" WEST 104.89 FEET TO THE SOUTHWESTERLY CORNER OF THE REALTY HEREIN DESCRIBED; THENCE NORTH 19 DEG 24' EAST 120.00 FEET TO THE NORTHWESTERLY CORNER OF THE REALTY HEREIN DESCRIBED, A POINT IN THE SOUTHERLY LINE OF THE SAID DIAMOND SPRINGS-PLEASANT VALLEY ROAD; THENCE ALONG SAID SOUTHERLY LINE SOUTH 70 DEG 21' 30" EAST 104.98 FEET TO THE POINT OF BEGINNING. SAID PROPERTY ALSO SHOWN ON THAT CERTAIN RECORD OF SURVEY MAP FILED IN BOOK 10 AT PAGE 115, EL DORADO COUNTY.

A.P.N. 098-160-28-100

EXHIBIT "B"

RECORDING REQUESTED BY AND
WHEN RECORDED MAIL TO:

El Dorado County
Board of Supervisors
330 Fair Lane
Placerville, CA 95667
APN: 098-160-28

Above section for Recorder's use _____

Mail Tax Statements to above:
Exempt from Documentary Transfer Tax
Per Revenue & Taxation Code 11922

PUBLIC UTILITY EASEMENT

FOR VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, **Robin Lea Peck, A Married Man, and Kathleen Marie Peck, his spouse**, hereinafter referred to as "Grantor", grants to the **COUNTY OF EL DORADO, a political subdivision of the State of California**, a public utility easement over, upon, under, and across a portion of all that certain real property situate in the unincorporated area of the County of El Dorado, State of California,

DESCRIBED IN EXHIBIT 'A' AND DEPICTED IN EXHIBIT 'B' ATTACHED HERETO AND MADE A PART HEREOF, WHICH DESCRIPTION IS BY THIS REFERENCE INCORPORATED HEREIN.

Said public utility easement shall include rights of way for water, sewer and gas, and for poles, guy wires, anchors, overhead and underground wires and conduits for electric, telephone and television cable services, with the right to trim and remove trees, tree limbs, and brush, together with any and all appurtenances appertaining thereto, over, under and across said parcel.

TO HAVE AND TO HOLD said lands and interests therein unto COUNTY OF EL DORADO and its successors forever, subject, however, to the covenant, conditions, restrictions and reservations herein contained as follows, which will remain in effect for the period during which the real property or structures are used for a purpose for which federal financial assistance is extended or for another purpose involving the provision of similar services or benefits and shall be binding on COUNTY OF EL DORADO, its successors and assigns.

COUNTY OF EL DORADO, does hereby covenant and agree as a covenant running with the land for itself, successors and assigns, that

(a) no person shall on the grounds of race, color, sex, national origin, religion, age or disability, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination with regard to any facility located wholly or in part on, over, or under such lands hereby conveyed; and

(b) COUNTY OF EL DORADO shall use the lands and interests in land so conveyed, in compliance with all requirements imposed by or pursuant to Title 49, Code

EXHIBIT "B"

of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Non-discrimination in federally-assisted programs of the Department of Transportation – Effectuation of Title VI of the Civil Rights Act of 1964, and as Regulations may be amended; and

(c) in the event of breach of any of the above-mentioned nondiscrimination conditions, and only after determination that it is necessary in order to effectuate the purposes of Title VI of the Civil Rights Act of 1964, the U.S. Department of Transportation shall have a right to re-enter said lands and facilities on said land, and the above-described land and facilities shall thereon revert to and vest in and become the absolute property of the U.S. Department of Transportation and its assigns as such interest existed upon COUNTY OF EL DORADO's acquisition.

IN WITNESS WHEREOF, Grantor has herein subscribed their name on this _____ day of _____, 2012.

GRANTOR: Robin Lea Peck, A Married Man and Kathleen Marie Peck, his spouse

Date: _____

By: _____
ROBIN LEA PECK

Date: _____

By: _____
KATHLEEN MARIE PECK

Notary Acknowledgments Follow

Exhibit 'A'

All that certain property situated in the Southeast One-Quarter of the Northwest One-Quarter of Section 33, Township 10 North, Range 11 East, M.D.M., County of El Dorado, State of California, being a portion of the parcel described in the deed to the Robin Lea Peck, recorded March 23, 2005 in Document 2005-0023138 of Official Records, El Dorado County, more particularly described as follows:

The Westerly twenty (20.00) feet of the Northerly fifteen (15.00) feet of said parcel.

Containing 300 square feet more or less.

See Exhibit 'B', attached hereto and made a part hereof.

- End of Description -

The purpose of this description is to describe that portion of Document 2005-0023138 as an easement for public utility purposes.

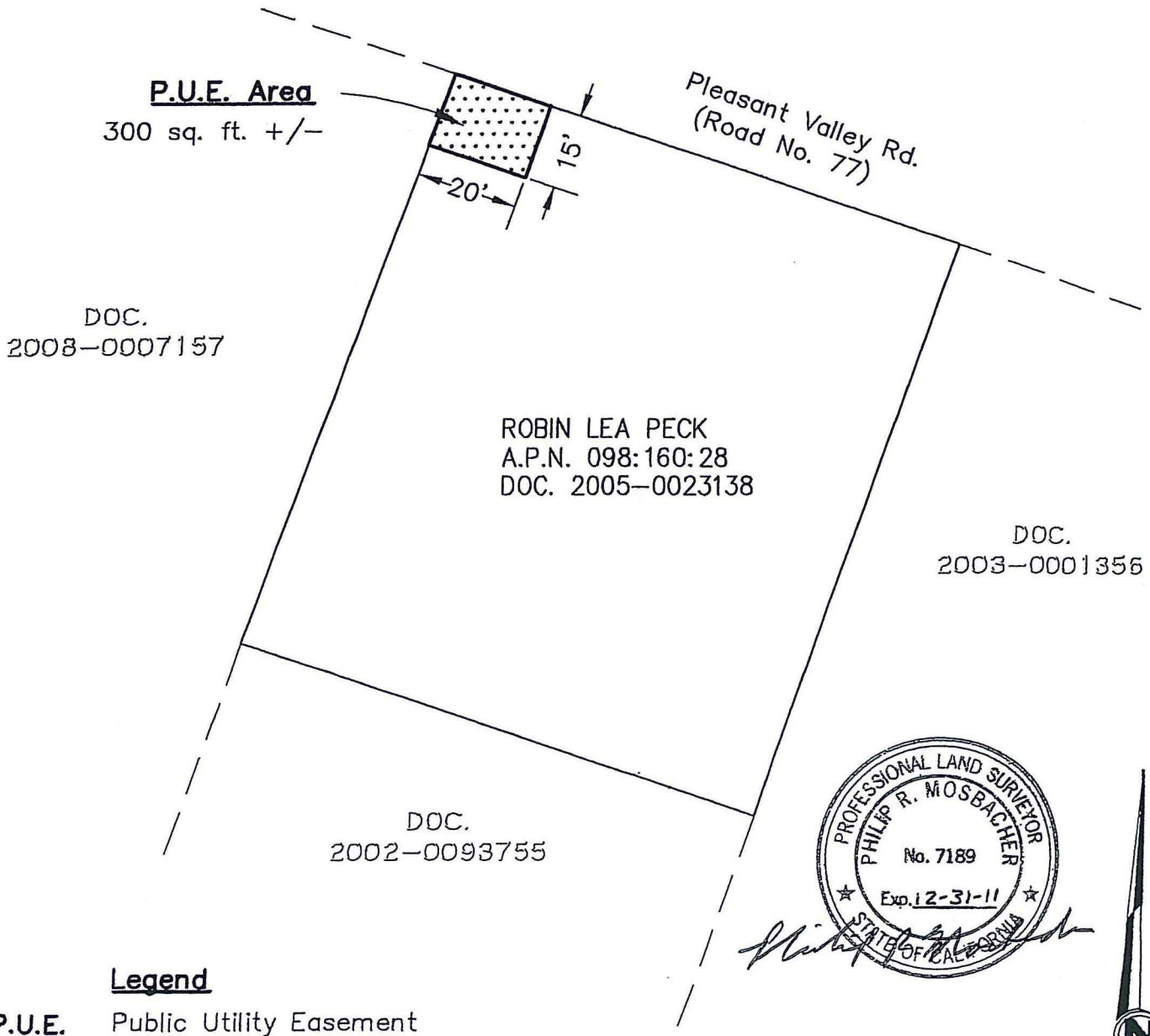
Philip R. Mosbacher
Philip R. Mosbacher, P.L.S. 7189

5/27/11
Date



Exhibit 'B'

Situate in Southeast One-Quarter of the Northwest
One-Quarter of Section 33, T. 10 N., R. 11 E., M.D.M.
County of El Dorado, State of California
Scale 1" = 30'



RECORDING REQUESTED BY AND
WHEN RECORDED, RETURN TO:

County of El Dorado
Board of Supervisors
330 Fair Lane
Placerville, CA 95667

CERTIFICATE OF ACCEPTANCE

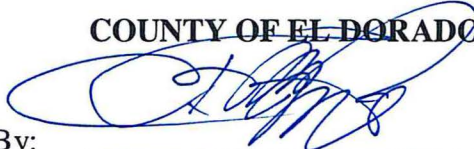
This is to certify that the interest in real property conveyed by the Public Utility Easement dated _____, 2012, from **Robin Lea Peck, A Married Man, and Kathleen Marie Peck, his spouse**, is hereby accepted by order of the County of El Dorado Board of Supervisors and the grantee consents to the recordation thereof by its duly authorized officer.

APN: 098-160-28

Dated this 17th day of April, 2012.

COUNTY OF EL DORADO

By:



Ron Briggs, First Vice, Chair
Board of Supervisors

ATTEST:

Suzanne Allen de Sanchez
Clerk of the Board of Supervisors

By:

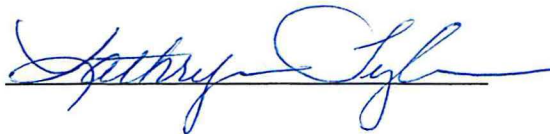
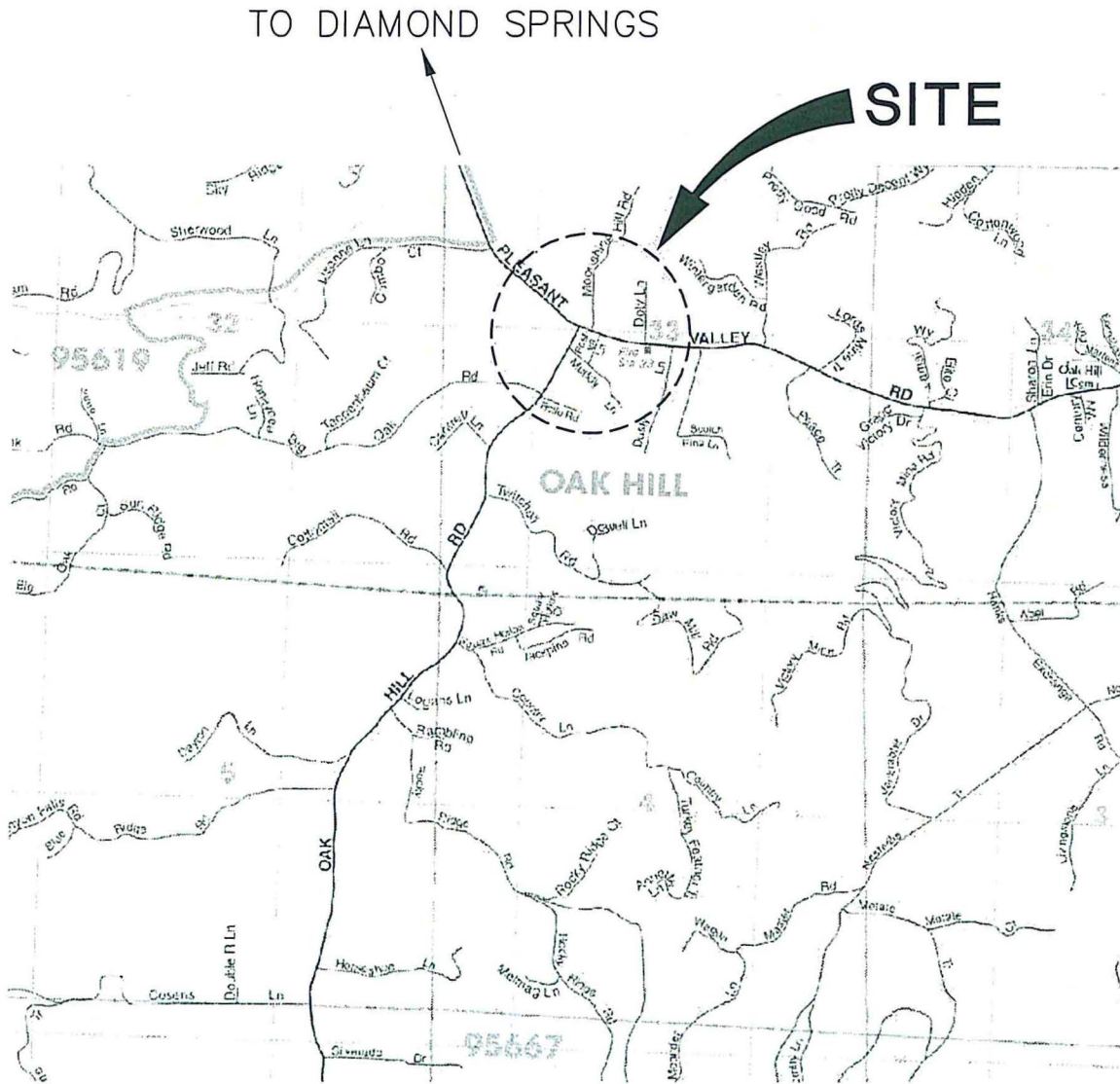


EXHIBIT A



LOCATION MAP

PLEASANT VALLEY ROAD & OAK HILL RD
NEW LEFT-TURN LANE (AT NON-SIGNALIZED INTERSECTION)
NOT TO SCALE